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7 **UNITED STATES DISTRICT COURT**
8 **FOR THE**
9 **DISTRICT OF NEW JERSEY**

10 **CARLOS AMARO,**

11 Plaintiff,

12 **v.**

13 **VERDE ENERGY,**

14 Defendant.

)
) **Case No.:**
)
)
) **COMPLAINT AND DEMAND FOR**
) **JURY TRIAL**
)
)
) **(Unlawful Debt Collections Practices)**
)

15 **COMPLAINT**

16 CARLOS AMARO ("Plaintiff"), by and through his attorneys, Kimmel & Silverman,
17 P.C., alleges the following against VERDE ENERGY. ("Defendant"):

18 **INTRODUCTION**

19 1. Plaintiff's Complaint is based on the Telephone Consumer Protection Act
20 ("TCPA"), 47 U.S.C. § 227 *et seq.*

21 **JURISDICTION AND VENUE**

22 2. This Court's jurisdiction arises under 15 U.S.C. § 1692k(d), which states that
23 such actions may be brought and heard before "any appropriate United States district court
24
25

1 without regard to the amount in controversy,” and 28 U.S.C. § 1331, which grants this Court
2 original jurisdiction of all civil actions arising under the laws of the United States.

3 3. Defendant regularly conducts business in the State of New Jersey therefore
4 personal jurisdiction is established.

5 4. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2).
6

7 **PARTIES**

8 5. Plaintiff is a natural person residing in Trenton, New Jersey.

9 6. Plaintiff is a “person” as that term is defined by 47 U.S.C. § 153(39).
10

11 7. Defendant is a corporation with its principal place of business located at
12 101Merriitt 7, 2nd Floor, Norwalk Connecticut 06851.

13 8. Defendant is a “person” as that term is defined by 47 U.S.C. §153(39).

14 9. Defendant acted through its agents, employees, officers, members, directors,
15 heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

16
17 **FACTUAL ALLEGATIONS**

18 10. Plaintiff has a cellular telephone number that he has had for more than one year.

19 11. Plaintiff has only used this number as a cellular telephone number.

20 12. Plaintiff never provided permission to Defendant to call his cellular telephone
21 number or to contact him regarding any goods or services offered by defendant.

22 13. Throughout August 2015, Defendant called Plaintiff on his cellular telephone.

23 14. When contacting Plaintiff, Defendant uses an automatic telephone dialing system
24 and automatic and/or prerecorded messages, as well as, live representatives.
25

1 15. Defendant's telephone calls to Plaintiff's cellular telephone were not made for
2 "emergency purposes."

3 16. On August 12, 2015, Plaintiff told Defendant to cease all calls to his cellular
4 telephone.

5 17. Despite Plaintiff's revocation of consent, Defendant continued to call Plaintiff on
6 his cellular telephone, including three calls on August 13, 2015 and four calls on August 14,
7 2015.

8
9 **DEFENDANT VIOLATED**
10 **THE TELEPHONE CONSUMER PROTECTION ACT**

11 18. Plaintiff incorporates the forgoing paragraphs as though the same were set forth
12 at length herein.

13 19. Defendant initiated multiple automated telephone calls to Plaintiff's cellular
14 telephone using a prerecorded voice.

15 20. Defendant initiated these automated calls to Plaintiff using an automatic
16 telephone dialing system.

17 21. Defendant's calls to Plaintiff were not made for emergency purposes.

18 22. Defendant's calls to Plaintiff, after August 12, 2015, were not made with
19 Plaintiff's prior express consent.
20

21 23. Defendant's acts as described above were done with malicious, intentional,
22 willful, reckless, wanton and negligent disregard for Plaintiff's rights under the law and with the
23 purpose of harassing Plaintiff.
24
25

1 24. The acts and/or omissions of Defendant were done unfairly, unlawfully,
2 intentionally, deceptively and fraudulently and absent bona fide error, lawful right, legal
3 defense, legal justification or legal excuse.

4 25. As a result of the above violations of the TCPA, Plaintiff has suffered the losses
5 and damages as set forth above entitling Plaintiff to an award of statutory, actual and trebles
6 damages.

7
8 WHEREFORE, Plaintiff, CARLOS AMARO, respectfully prays for judgment as
9 follows:

- 10
11 a. All actual damages suffered pursuant to 47 U.S.C. § 227(b)(3)(a);
12 b. Statutory damages of \$500.00 per telephone call in violation of the TCPA
13 pursuant to 47 U.S.C. § 227(b)(3)(B);
14 c. Statutory damages of up to \$1,500 for each call in violation of the TCPA,
15 pursuant to 47 U.S.C. §§ 227(c)(5)(B) and 227(c)(5)(C), which permits the
16 Court in its discretion to award such damages if it finds that Defendants
17 willfully or knowingly violated the TCPA; and
18 d. Any other relief deemed appropriate by this Honorable Court.

19
20 **DEMAND FOR JURY TRIAL**

21 PLEASE TAKE NOTICE that Plaintiff, CARLOS AMARO, demands a jury trial in
22 this case.

CERTIFICATION PURSUANT TO L.CIV.R.11.2

I hereby certify pursuant to Local Civil Rule 11.2 that this matter in controversy is not subject to any other action pending in any court, arbitration or administrative proceeding.

Respectfully submitted,

Dated: September 4, 2015

/s/ Amy L. Bennecoff Ginsburg
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